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January 6, 2025

VIA ECF

The Honorable Valerie Figueredo, U.S.M.J.
U.S. District Court for the Southern District of New York
Daniel Patrick Moynihan Courthouse
500 Pearl Street, Room 1660
New York, NY 10007

Re: GateGuard, Inc. v. Amazon.com, Inc., No. 21 Civ. 9321 (JGK) (VF)

Dear Judge Figueredo:

We write as counsel for Amazon in the above-captioned action to move the Court to unseal fully the document filed at ECF No. 204-2.

On December 5, Amazon moved to lift the provisional seal placed on two GateGuard documents, including an unexecuted nondisclosure agreement between GateGuard and a supplier in China, docketed at ECF No. 204-2. *See* ECF No. 271. A basis for Amazon's motion to unseal was that the Court's July 10, 2024 provisional sealing order (ECF No. 205) required GateGuard to move to permanently seal these documents by July 24, and GateGuard never did so.

On December 13, the Court granted Amazon's motion to unseal in part and directed GateGuard "to file a redacted copy of the agreement on the docket by **Friday, December 27, 2024**" with the supplier's name redacted. ECF No. 274 at 3 (emphasis in original).

As of today, January 6, GateGuard has not done so.

Amazon thus respectfully moves that the Court order the agreement docketed at ECF No. 204-2 be fully unsealed. GateGuard has waived its opportunity to permanently seal any part of this document: first, by disregarding the Court's July 10 direction to move for permanent sealing by July 24 (ECF No. 205); and second, by disregarding the Court's December 13 order to file a redacted version of the document by December 27 (ECF No. 274 at 3).

Respectfully submitted,

/s/ David Salant
David Salant

CC: All counsel of record (via ECF)